

Enquiries to:
Committee Services

Direct Dial: 024 7637 6204

Direct Email:
committee@nuneatonandbedworth.gov.uk

Date: 7th March 2024

**INDIVIDUAL CABINET
MEMBER DECISION**

Dear Sir/Madam,

The Cabinet Member for Housing and Communities (Councillor C. Golby) is to consider the following reports and make a decision on **Monday, 18th March 2024 at 3:00pm** in Committee Room D, Town Hall, Nuneaton.

Yours faithfully,

BRENT DAVIS
Chief Executive

A G E N D A

PART 1

PUBLIC BUSINESS

1. EVACUATION PROCEDURE

A fire drill is not expected, so if the alarm sounds, please evacuate the building quickly and calmly. Please use the stairs and do not use the lifts. Once out of the building, please gather outside Lloyds Bank on the opposite side of the road.

Exit by the door by which you entered the room or by the fire exits which are clearly indicated by the standard green fire exit signs.

If you need any assistance in evacuating the building, please make yourself known to a member of staff.

Please also make sure all your mobile phones are turned off or set to silent.

2. PUBLIC CONSULTATION - Members of the public will be given the opportunity to speak on specific agenda items if notice has been received.

Members of the public will be given three minutes to speak on a particular item and this is strictly timed. The chair will inform all public speakers that: their comments must be limited to addressing issues raised in the agenda item under consideration: and that any departure from the item will not be tolerated.

The chair may interrupt the speaker if they start discussing other matters which are not related to the item, or the speaker uses threatening or inappropriate language towards Councillors or officers and if after a warning issued by the chair, the speaker persists, they will be asked to stop speaking by the chair. The chair will advise the speaker that, having ignored the warning, the speaker's opportunity to speak to the current or other items on the agenda may not be allowed. In this eventuality, the chair has discretion to exclude the speaker from speaking further on the item under consideration or other items of the agenda.

3. DECLARATIONS OF INTEREST - To receive declarations of Disclosable Pecuniary and Other Interests, in accordance with the Members' Code of Conduct.

Declaring interests at meetings

If there is any item of business to be discussed at the meeting in which you have a disclosable pecuniary interest or non-pecuniary interest (Other Interests), you must declare the interest appropriately at the start of the meeting or as soon as you become aware that you have an interest.

Arrangements have been made for interests that are declared regularly by members to be appended to the agenda (**Page 4**). Any interest noted in the Schedule at the back of the agenda papers will be deemed to have been declared and will be minuted as such by the Committee Services Officer. As a general rule, there will, therefore, be no need for those Members to declare those interests as set out in the schedule.

There are, however, TWO EXCEPTIONS to the general rule:

1. When the interest amounts to a Disclosable Pecuniary Interest that is

engaged in connection with any item on the agenda and the member feels that the interest is such that they must leave the room. Prior to leaving the room, the member must inform the meeting that they are doing so, to ensure that it is recorded in the minutes.

2. Where a dispensation has been granted to vote and/or speak on an item where there is a Disclosable Pecuniary Interest, but it is not referred to in the Schedule (where for example, the dispensation was granted by the Monitoring Officer immediately prior to the meeting). The existence and nature of the dispensation needs to be recorded in the minutes and will, therefore, have to be disclosed at an appropriate time to the meeting.

Note: Following the adoption of the new Code of Conduct, Members are reminded that they should declare the existence and nature of their personal interests at the commencement of the relevant item (or as soon as the interest becomes apparent). If that interest is a Disclosable Pecuniary or a Deemed Disclosable Pecuniary Interest, the Member must withdraw from the room.

Where a Member has a Disclosable Pecuniary Interest but has received a dispensation from Audit & Standards Committee, that Member may vote and/or speak on the matter (as the case may be) and must disclose the existence of the dispensation and any restrictions placed on it at the time the interest is declared.

Where a Member has a Deemed Disclosable Interest as defined in the Code of Conduct, the Member may address the meeting as a member of the public as set out in the Code.

Note: Council Procedure Rules require Members with Disclosable Pecuniary Interests to withdraw from the meeting unless a dispensation allows them to remain to vote and/or speak on the business giving rise to the interest.

Where a Member has a Deemed Disclosable Interest, the Council's Code of Conduct permits public speaking on the item, after which the Member is required by Council Procedure Rules to withdraw from the meeting.

4. PREVENT – PARTNERSHIP FUNDING – report of the Strategic Director – Housing and Community Safety, attached **(Page 5)**.
5. HOUSING SOLUTIONS TEMPORARY ACCOMMODATION STORAGE AND PET POLICY - report of the Housing Solutions Manager attached **(Page 10)**

Councillor Golby - Schedule of Declarations of Interests – 2023/2024

| | Name of Councillor | Disclosable Pecuniary Interest | Other Personal Interest | Dispensation |
|--|--|---------------------------------------|---|--|
| | General dispensations granted to all members under s.33 of the Localism Act 2011 | | | Granted to all members of the Council in the areas of: <ul style="list-style-type: none"> - Housing matters - Statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992 - An allowance, payment given to members - An indemnity given to members - Any ceremonial honour given to members - Setting council tax or a precept under the Local Government Finance Act 1992 - Planning and Licensing matters - Allotments - Local Enterprise Partnership |
| | C. Golby | | Member of Warwickshire County Council Membership of Other Bodies: <ul style="list-style-type: none"> • Nuneaton and Bedworth Safer and Stronger Communities Partnership • Nuneaton and Bedworth Community Enterprises Ltd. • Nuneaton and Bedworth Home Improvement Agency • Safer Warwickshire Partnership Board • Warwickshire Housing and Support Partnership • Warwickshire Police and Crime Panel • George Eliot Hospital NHS Trust – Public/User Board • George Eliot Hospital NHS Foundation Trust Governors • District Leaders (substitute) • Local Enterprise Partnership (substitute) • Coventry, Warwickshire and Hinckley and Bosworth Joint Committee (substitute) | |

Individual Cabinet Member Decision

Report Summary Sheet

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|--|
| <p>Date: 18th March 2024</p> |
| <p>Subject: Prevent – Partnership Funding</p> |
| <p>Portfolio: Housing and Communities</p> |
| <p>From: Strategic Director – Housing and Community Safety</p> |

| |
|--|
| <p>Summary: To outline the current requirements in relation to the Prevent Duty and seek approval to provide funding to Warwickshire County Council</p> |
| <p>Recommendations:</p> <ul style="list-style-type: none"> 1.1 Note an overview of the refreshed Prevent guidance for specified authorities. 1.2 Approve funding contribution of £5000 for Warwickshire County Council (WCC) for activities related to meeting requirements outlined in the Prevent Duty. |
| <p>Options:</p> <p>To accept the recommendations – this will allow the continuation of the work with WCC and partners to meet the specific responsibilities stipulated in the guidance of local authorities.</p> <p>To reject the recommendations – Members may reject the recommendations contained with this report and propose alternative recommendations</p> |
| <p>Reasons:</p> <p>Nuneaton and Bedworth Borough Council work closely with Warwickshire County Council and a range of other partners to ensure there are robust safeguarding arrangements in place and</p> |

so comply with the requirements of the duty. By providing this partnership funding this ensures we meet the requirements of the duty in the most efficient and collaborative way.

Consultation undertaken with Members/Officers/Stakeholders

Portfolio Holder – Housing and Communities

Subject to call-in:

Yes

Ward relevance:

All

Forward plan:

No

Building a Better Borough Aim:

1 - Live

Building a Better Borough Priority:

A1 – Priority 4 Community Safety and Empowerment

Relevant statutes or policy:

Prevent Duty Guidance – England and Wales (2023)

Equalities Implications:

(Does this require an Equalities Impact Assessment? If so please append.)

Human resources implications:

Financial implications:

The financial contribution (£5000) will be made from an allocated budget

Health Inequalities Implications:**Section 17 Crime & Disorder Implications:**

The aim of Prevent is to safeguard individuals from being drawn into extremism. This will help communities stay safe and prevent crime and disorder in line with our statutory responsibility detailed under Section 17 of the Crime and Disorder Act 1998.

Risk management implications:

None

Environmental implications:

None

Legal implications:

The council as a specified authority is required to comply with the requirements of the Prevent Duty

Contact details:

Dawn Dawson – Dawn.Dawson@nuneatonandbedworth.gov.uk

Abu Malek – Abubaker.Malek@nuneatonandbedworth.gov.uk

AGENDA ITEM NO. 4

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision (Councillor C Golby)

From: Strategic Director – Housing and Community Safety

Subject: Prevent – Partnership Funding

Portfolio: Housing and Communities

Building a Better Borough Aim: 1

Building a Better Borough Priority: 1.5

1. Purpose of Report

1.1 To outline the current requirements in relation to the Prevent Duty and seek approval to provide funding to Warwickshire County Council.

2. Recommendations

2.1 Provide an overview of the refreshed Prevent guidance for specified authorities.

2.2 Approve funding contribution of £5000 for Warwickshire County Council (WCC) for activities related to meeting requirements outlined in the Prevent Duty.

3. Background

3.1 The Prevent Duty which was established in 2015 requires specified authorities including local authorities to help prevent the risk of people becoming drawn into terrorism or supporting terrorism.

3.2 It sits alongside long-established safeguarding duties on professionals to protect people from a range of other harms, such as substance abuse, involvement in gangs, and physical and sexual exploitation.

3.3 When discharging the requirements of the Prevent duty, specified authorities should also ensure that they comply with other legal obligations, particularly those under data protection legislation and the Equality Act 2010 (for example, the Public Sector Equality Duty). Further education and higher education settings should be especially mindful of duties to protect freedom of speech and academic freedom.

- 3.4 Nuneaton and Bedworth Borough Council work closely with Warwickshire County Council and a range of other partners to ensure there are robust safeguarding arrangements in place and so comply with the requirements of the duty.
- 3.5 Some of the key workstreams that WCC have coordinated and delivered are as follows:
- A Prevent Steering Group has been established that includes a number of statutory and voluntary partners, this groups ensures all strands of work are coordinated and communicated effectively
 - WCC have a dedicated role to support all partners and ensure coordination of all engagement, training and communications. This helps ensure all practitioners are supported and informed of any pertinent updates with regards Prevent.
 - Training has been provided to relevant NBBC staff and other organisations in the Borough directly by the officer in this role
 - Warwickshire Channel panel is coordinated by WCC in line with statutory requirements
 - Support with Home Office Assessments/Reviews of all relevant pathways and processes
- 3.5 Each of the areas cited above involves a significant degree of collaboration which is a benefit of the current setup across Warwickshire on this complex and dynamic area of work.
- 4.0 Conclusions
- 4.1 The report outlines an overview of the Prevent Duty aswell as the work being delivered to support stakeholders in Nuneaton and Bedworth. By providing partnership funding the aim to continue the strong partnership approach that is mutually beneficial.
6. Background Papers
- None

AGENDA ITEM NO.5

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision

From: Housing Solutions Manager

Subject: Housing Solutions Temporary Accommodation Storage and Pet Policy

Portfolio: Housing and Communities - Councillor C Golby

Building a Better Borough Aim: Aim 1

Building a Better Borough Priority: Aim 1, Priority 2

1. Purpose of Report

1.1 The purpose of this report is to seek approval of recommendations in relation to the Housing Solutions Temporary Accommodation Storage and Pet Policy.

1.2 The report and attached appendices include the new Housing Solutions Temporary Accommodation Storage and Pet Policy which we are also seeking approval.

2. Recommendations

2.3 Approval be given for the Housing Solutions Temporary Accommodation Storage and Pet Policy.

2.4 Delegated authority be given to the Assistant Director for Strategic Housing in consultation with the Portfolio Holder for Housing and Communities in the event of exceptional circumstances.

3. Background

3.1 Temporary Accommodation use has escalated, increasing the cost to NBBC for client's storage of personal belonging and the cost of accommodating pets in temporary accommodation.

3.2 On average NBBC accommodates 110 households at any one time in various temporary accommodation tenure types, such as NBBC Stock, Leased Accommodation, Hostel Accommodation and Bed and Breakfast accommodation. NBBC pay providers the cost of the

accommodation and in addition pay costs for accommodating pets and storing personal belongings.

- 3.3 NBBC consider it reasonable to recharge clients a proportion of the costs through the conditions of the licence agreement, by implementing a Pet and Storage Policy it will ensure that the Housing Solutions Team adopts a consistent, fair, and transparent approach in the way it deals with the management of cost associated with temporary accommodation.

4. Body of Report

- 4.1 The policies outline NBBC's approach to the recovery of charges associated with Pets and Storage during a stay in temporary accommodation provided by the Council on the licence agreement terms.
- 4.2 The policy allows the Council to recover a proportion of the cost in relation to accommodating pets and the storage of personal belongings. The Homeless Reduction Act 2017 and the Homelessness Code of Guidance Chapter 20, Protection of Personal Property, advises that *'Housing Authorities may impose conditions on the assistance they provide which may include making a reasonable charge'*.

The reasonable change will be detailed within the terms of a temporary accommodation licence agreement, at a recovery of £2.46 per day for pets and £2.46 per day for storage.

- 4.4 The policies define responsibilities, the definition of pet associated risk and what is expected of clients to be considered a responsible pet owner, and the duty owed to client's property if the council has reason to believe that a client's property is at risk of damage, or loss and no other suitable arrangements are available to that client.
- 4.5 Clients failure to pay would be considered a housing related debt which could be determined as a breach of licence conditions which could be detrimental to clients ongoing homeless application. In addition, housing related debts could exclude clients from the NBBC Allocations Policy as debt is deemed as unacceptable behaviour.

5. Financial Implications

It is anticipated that these policies would give greater protection for pets and personal belongings, and it aims to encourage more clients to pay a reasonable contribution towards costs reducing the costs to the Council.

6. Conclusion

These policies will ensure that the Housing Solutions Team adopts a consistent, fair, and transparent approach in the way it deals with the management of chargeable costs. It sets out the repercussions of unacceptable behaviour, whilst occupying temporary accommodation and will benefit the Council financially by having the policies in place.

Therefore, approval is sought for the implementation of Housing Solutions Temporary Accommodation Storage and Pet policies.

6. Appendices

Housing Solutions Temporary Accommodation Storage Policy
Housing Solutions Temporary Accommodation Pet Policy

7. Background Papers (if none, state none)

None



Housing Solutions Temporary Accommodation Storage Policy

Issued by Housing & Communities

February 2024

Housing Solutions Storage Policy Quality Record

| Revision | Date | Description | Stage | Agreed |
|----------|---------------|----------------|-------|--------|
| Draft | February 2024 | First revision | Draft | |
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This Policy is available in larger print. Please contact Housing Solutions if you require assistance.

1. Objectives

- 1.1 This policy outlines Nuneaton and Bedworth Borough Council's Housing Solutions Teams approach to storing client's property whilst they reside in temporary accommodation. The Council recognises its duty to protect client's property in some circumstances if they have reason to believe that a client's property is at risk of damage or loss and no other suitable arrangements are being made.

Section 211 and 212 of the Housing Act 1996 states:

Section 211 - Protection of property of homeless persons and persons threatened with homelessness.

- (1) *This section applies where a local housing authority have reason to believe that:*
- (a) *There is a danger of loss, or damage, to any personal property of an applicant by reason of his inability to protect it or deal with it, and*
 - (b) *No other suitable arrangements have been or are being made.*
- (2) *If the authority has become subject to any duty towards the applicant under:*
- (a) *Section 188 (interim duty to accommodation)*
 - (b) *Section 189B (initial duty owed to all eligible persons who are homeless)*
 - (c) *Section 190, 193 or 195 (duties to persons found to be homeless or threatened with homelessness)*
 - (d) *Section 200 (duties to applicant whose case is considered for referral or referred)*
- Then, whether they are still subject to such duty, they shall take reasonable steps to prevent the loss of the property or prevent or mitigate damage to it.*
- (3) *If they have not become subject to such duty, they may take any steps they consider reasonable for that purpose.*
- (4) *The authority may decline to take action under this section except upon such conditions as they consider appropriate in the particular case, which may include conditions as to:*
- (a) *The making and recovery by the authority of reasonable charges for the action taken, or*
 - (b) *The disposal by the authority, in such circumstances as may be specific, of property in relation to which they have taken action.*
- (5) *References in this section to personal property of the applicant include personal property of any person who might reasonably be expected to reside with him.*
- (6) *Section 212 contains provisions supplementing this section.*

Section 212 – Protection of property: Supplementary provisions.

- (1) *The authority may have may for the purposes of section 211 (protection of property of homeless persons or persons threatened with homelessness):*
- (a) *Enter, at all reasonable times, any premises which are the usual place of residence of the applicant or which were his last usual place of residence, and*
 - (b) *Deal with any personal property of his in any way which is reasonably necessary, in particular by storing it or arranging for its storage.*
- (2) *Where the applicant asks the authority to move his property to a particular location nominated by him, the authority:*
- (a) *May, if it appears to them that his request is reasonable, discharge their responsibilities under section 211 by doing as he asks, and*
 - (b) *Having done so, have no further duty or power to take action under that section in relation to that property.*

If such a request is made, the authority shall before complying with it inform the applicant of the

consequence of their doing so.

- (3) *If no such request is made (or, if made, is not acted upon) the authority cease to have any duty or power to take action under section 211 when, in their opinion, there is no longer any reason to believe that there is a danger of loss of or damage to a person's personal property by reason of his inability to protect it or deal with it.*

But property stored by virtue of their having taken such action may be kept in store and any conditions upon which it was taken into store continue to have effect, with any necessary modifications.

- (4) *Where the authority:*

- (a) *Cease to be subject to a duty to take action under section 211 in respect of an applicants property, or*
(b) *Cease to have power to take such action, having previously taken such action, they shall notify the applicant of that fact and of the reason for it.*

- (5) *The notification shall be given to the applicant:*

- (a) *By delivering it to him, or*
(b) *By leaving it, or sending it to him, and his last known address.*

- (6) *References in this section to personal property of the applicant include personal property of any person who might reasonably be expected to reside with him.*

- 1.2 This policy aims to ensure that client's property is stored in-line with terms of this policy; complaints about storage are dealt with efficiently and effectively; advise and support is offered to clients about storing their property.

2. Purpose

- 2.1 The purpose of the policy is to ensure that Nuneaton and Bedworth Borough Council's Housing Solutions Team have a consistent; fair; and transparent approach in the way it deals with storing client's property when assisting them with housing and housing options.

3. Responsibility

- 3.1 The Housing Solutions Manager retains the overall responsibility for the implementation of this policy.
- 3.2 The Housing Solutions Team Leader and Landlord Solutions Team Leader are responsible for operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing; staff awareness and training; policy development; and communication to client.
- 3.3 Clients that are unable to find storage for their belongings and require support from Nuneaton and Bedworth Borough Council will have a responsibility to approach a storage company; obtain quotes for keeping their items in storage; make arrangements with the storage company for their items going into storage; complete their own inventory of items going into storage; the invoices will be sent to the client and the council will assist with the costs for the time in which the client is in temporary accommodation; and the client has overall responsibility for making arrangements to clear the storage unit when they leave temporary accommodation or sign for a new tenancy agreement.
- 3.4 The client will also be required to sign a Storage Agreement between them (the client) and Nuneaton and Bedworth Borough Council to confirm the following:

- Ensure the client understands that Nuneaton and Bedworth Borough Council have not entered a contract or agreement with any storage company.
- Ensure the client understands that it is their responsibility and is recommended for them to complete an inventory of their items that are taken into storage.
- Ensure the client understands that Nuneaton and Bedworth Borough Council will not be named on invoices – all invoices will be in the client's name and forwarded to the council for assistance to cover the costs.
- Ensure the client understands it is their responsibility to arrange collection/removal of their items in storage once they vacate temporary accommodation or sign for a new tenancy agreement.
- Ensure the client understands the Storage Agreement will cancel when they vacate temporary accommodation or sign for a new tenancy agreement; and
- Ensure the client understands that Nuneaton and Bedworth Borough Council will have no further responsibility for the clients' belongings.

3.5 Clients keeping items in storage whilst they are in temporary accommodation will be required to pay the following fees:

- £50.00 daily rent per day – this charge may be subject to variation by the Council. This may be covered by Housing Benefit, subject to the client's entitlement. If there is a shortfall, it is the client's responsibility to pay.
- £2.46 service charge per day to cover the cost of gas/electric/water/council tax. This will not be covered by Housing Benefit. It is the client's responsibility to pay. This charge may be subject to variation by the Council.
- £2.46 per day to cover the cost of keeping their items being stored in storage whilst the clients are in temporary accommodation. This will not be covered by Housing Benefit. It is the client's responsibility to pay. This charge may be subject to variation by the Council.

4. Policy Statement

4.1 If clients require assistance with storing their property, they must liaise with their Housing Solutions Officer as soon as possible. The Housing Solutions Officer will make enquiries with clients and liaise with storage companies regarding any storage required.

To perform the duty owed to client's property, the Council can:

- Move client's property to a particular location requested by the client; or
- Deal with personal property, in any way which is reasonably necessary, by storing it or arranging for its storage.

4.2 The definition of 'Property':

- The legislation concerns 'personal property' but there is no definition. Case law suggests that any property a client uses to carry out commercial business may not come under the definite, otherwise, the Council should interpret the term widely.

4.3 Nuneaton and Bedworth Borough Council must be sensitive to the importance of clients keeping pets. The Council may be able to assist clients who keep pets if there is suitable accommodation available. Please refer to the Housing Solutions Pet Policy for additional information & guidance.

4.4 Enquiries regarding pets should be referred to the Housing Solutions Team to review the Housing Solutions Team Temporary Accommodation Pet Policy.

5. Abandoned property

- 5.1 If the client vacates temporary accommodation (no matter the circumstances) and has property in storage, the client has a responsibility to ensure they liaise with the storage company to collect and remove their property from the storage as soon as possible. The council will no longer have a duty to cover the cost of a client's items in storage if they have vacated temporary accommodation. This is also included in the Storage Agreement.
- 5.2 It is the client's responsibility to ensure that they engage with their Housing Solutions Officer and storage company regarding the collection/removal of their goods, specifically if they secure alternative accommodation. The Council do not have any jurisdiction and are not able to override procedures storage companies have in place with regards to abandoned goods/property.

6. Related documents

- 6.1 This policy relates to the following documents:
- Storage Agreement
 - Licence Agreement
 - Temporary Accommodation Rechargeable Repairs Policy

7. References

- 7.1 This policy makes references to:
- Storage Agreement
 - Temporary Accommodation Rechargeable Repairs Policy
 - Housing Solutions Team Temporary Accommodation Pet Policy
 - Housing Act 1996 (Section 211 & 212)
 - Homelessness Code of Guidance introduced 3 April 2018
 - Shelter Legal England

8. Review date

- 8.1 This policy will be reviewed every three years or on the introduction to new legislation; regulation; or good practice guidance. Delegated authority to change; amend; and update this policy will be given to the Assistant Director for Strategic Housing in consultation with the Portfolio Holder.



Housing Solutions Temporary Accommodation Pet Policy

Issued by Housing & Communities

February 2024

Housing Solutions Pet Policy Quality Record

| Revision | Date | Description | Stage | Agreed |
|-----------------|-------------|--------------------|--------------|---------------|
| Draft | Feb 2024 | First revision | Draft | |
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This Policy is available in larger print. Please contact Housing Solutions if you require assistance.

1. Objectives

- 1.1 This policy outlines Nuneaton and Bedworth Borough Council's Housing Solutions Team's approach to the keeping of pets by its clients occupying temporary accommodation. The Council recognises the benefit that responsible pet ownership can bring; however, controls must be in place to prevent irresponsible ownership, which can cause suffering to animals; nuisance to other residents in temporary accommodation; and damage caused to properties that are occupied by pets.
- 1.2 This policy aims to ensure that pets are kept in-line with terms of this policy; complaints about nuisance are dealt with efficiently and effectively; advice and support is offered to residents about responsible pet ownership.

2. Purpose & Scope

- 2.1 The purpose of the policy is to ensure that Nuneaton and Bedworth Borough Council's Housing Solutions Team have a consistent; fair; and transparent approach in the way it deals with permissions for pets to reside with their owners within its temporary accommodation that is suitable to house pets.

3. Responsibility

- 3.1 The Housing Solutions Manager retains the overall responsibility for the implementation of this policy.
- 3.2 The Housing Solutions Team Leader and Landlord Solutions Team Leader are responsible for operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing; staff awareness and training; policy development; and communication to clients.
- 3.3 The clients placed in temporary accommodation also have a responsibility to ensure they are being a responsible pet owner and are adhering to their Pet Agreement; Section 188 License Agreement; and Residents Handbook.
- 3.4 Where permission has been given to keep a pet in temporary accommodation, the Housing Solutions Officer must complete a risk assessment for pets and ensure the client has been issued with; read; signed; and given a copy of a Pet Agreement. The Pet Agreement includes what the Council expect clients to do to be considered a 'responsible pet owner', such as:
 - Ensuring all pets are receiving flea & worming treatment.
 - Ensuring pets are not to cause a nuisance or danger to residents or staff, including contractors in the temporary accommodation.
 - Ensure all pets, particularly dogs & cats are microchipped with up-to-date contact details. NBBC will complete ad hoc checks with the Animal Warden to check chips.
 - Ensure all pets are not free roaming in any shared areas. Dogs will be permitted to be in the shared hallways; stair wells; and gardens if they are accompanied with their owners and are kept on a lead.
 - Ensure the accommodation is kept in a clean and hygienic condition.
 - Ensuring the Housing Solutions Team are aware of pregnant pets and re-homing the babies when it is safe to do so.
 - Ensuring no visiting pets, or pets without permission are being kept in the temporary accommodation.
 - Ensuring pets have alternative care arrangements if residents are no longer able to care for them (holiday/hospital/custody etc).
 - Ensuring any damage caused by residents' pets, will be recharged to the resident in-line with the Temporary Accommodation Rechargeable Repairs Policy.
 - Ensuring no dangerous dogs are kept in temporary accommodation.

3.5 Clients keeping pets in temporary accommodation at Nuneaton and Bedworth Borough Council temporary accommodation, will be required to pay the following fees:

- £50.00 daily rent per day – this charge may be subject to variation by the Council. This may be covered by Housing Benefit, subject to the client's entitlement. If there is a shortfall, it is the client's responsibility to pay.
- £2.46 service charge per day to cover the cost of gas/electric/water/council tax. This will not be covered by Housing Benefit. It is the client's responsibility to pay, this charge may be subject to variation by the Council.
- £2.46 per day to cover the cost of keeping their pets in temporary accommodation. This will not be covered by Housing Benefit. It is the client's responsibility to pay, this charge may be subject to variation by the Council.

Temporary Accommodation not owned by Nuneaton and Bedworth Borough Council will set their own charges and any additional charges set for keeping pets will be determined at the time of booking the accommodation. This will not be covered by Housing Benefit. It is the client's responsibility to pay a contribution of this cost that is considered reasonable, you will be advised of this cost by your Housing Solutions Officer.

4. Policy Statement

4.1 Anyone wishing to keep a pet in temporary accommodation that is suitable for pets must first obtain permission to keep their pet with them from their Housing Solutions Officer. Any client(s) found to have a pet in temporary accommodation without permission will be asked to rehome the pet(s) immediately, if clients fail to find alternative accommodation for their pets within the timescale provided, their stay in temporary accommodation will be ended.

4.2 The Council take a positive view about clients keeping suitable pets. If permission is granted, it will only be granted for no more than 2 pets to be kept in temporary accommodation with clients. The type of pet the Council consider suitable include, but not necessarily restricted to:

- Domesticated dogs
- Domesticated, non-feral cats.
- Domesticated rabbits and guinea pigs.
- Budgerigars and other caged birds.
- Domesticated rodents such as rats; mice; gerbils; and hamsters.
- Non-poisonous insects and spiders; and
- Non-poisonous snakes and reptiles under two feet in length fully grown.

4.3 All domesticated cats; rabbits; guinea pigs and domesticated rodents (see list above) must be kept as indoor pets whilst residing in temporary accommodation.

4.4 The Council recognises that some temporary accommodations are more appropriate for keeping certain types of pets than others.

4.5 There are certain overriding terms and conditions that must be satisfied in order for permission to keep a pet to be granted. They are:

- Unless explicitly agreed otherwise, no more than two domesticated pets (see list above) will be allowed in any one property; but there may be properties where size and/or layout means that only one may be kept.
- That any dog kept is not a breed that is prohibited by the Dangerous Dogs Act 1991.
- Dogs not listed within the Dangerous Dogs Act 1991; however, the dog has been reported to authorities for aggression; fighting; or frightening the public.
- No wild, dangerous, endangered, or poisonous creatures, or livestock, including horses; ponies; fowl; or game birds or similar animals covered by the Dangerous Wild Animals Act 1976 will be allowed.

- That the pet will not be subject of any breeding or business activity from the property or locality. If the pet(s) are pregnant at the time of placement, arrangements to rehome the litter(s) must be made immediately.

- 4.6 There are certain properties where consent to pet ownership will not be given, this includes some of our hostels and self-contained properties. Permission may however be given for registered guide or assistance dogs. Your Housing Solutions officer will advise you accordingly.
- 4.7 If the Housing Solutions Officer has given a client permission to keep a pet in their temporary accommodation, no further permissions will be given to clients for any additional pets unless it is a guide dog or a registered assistance pet. Should clients bring additional pets to their temporary accommodation without permission, the client will be asked to rehouse the additional pet(s) immediately. Failure to rehouse the additional pets within the timescale provided will result in their stay in temporary accommodation being ended.
- 4.8 The Housing Solutions Team will grant clients permission to keep their pets in suitable accommodation that is considered 'pet-friendly'. Some accommodation provided does have communal/shared areas such as gardens; corridors; stairwells; kitchens; bathrooms; and laundry rooms. No pets, unless registered assistance dogs will be permitted to enter shared kitchens; bathrooms; or laundry rooms. However, dogs will be permitted to enter the shared gardens; corridors; and stairwells when entering/leaving the building and they must be always kept on a lead.
- 4.9 If a client allows a friend's or family member's pet to visit the temporary accommodation, whether it is pet-friendly accommodation or not, they will be asked to remove the pet immediately. No permissions will be given by the Housing Solutions Team for client's friend's or family member's pets to visit the accommodation, this includes permissions to look after the pet temporarily for their friend or family members.
- 4.10 If a client acquires a pet in a property where pets are not permitted and without consent from the Housing Solutions Team, the client will be required to find alternative temporary housing for their pets. If the client refuses to fail to secure alternative housing for their pets within the timescale provided, the clients stay in temporary accommodation will be ended.
- 4.11 If the pet owner refuses to behave responsibly in complying with relevant conditions above and set out in their licence agreement, permission to keep their pet(s) may be revoked or their stay in temporary accommodation could be ended.
- 4.12 When a client leaves temporary accommodation where they have been housed with their pets, the clients are responsible for taking their pets and pets belongings out of the accommodation upon check out.

5. Damage to Temporary Accommodation caused by pets

- 5.1
- Where a pet has caused damage to a property, including communal areas (such as communal corridors; stairwells; lifts; gardens; laundry rooms; kitchens; and bathrooms) the client will be responsible to cover the cost of the damages caused as outlined in the Temporary Accommodation Rechargeable Repairs Policy

6. Equality & Diversity

- 6.1 This policy and associated procedures will apply to all. Nuneaton and Bedworth Borough Council is committed to promoting equality of opportunity and by elimination unlawful discrimination on the grounds of race; age; disability; gender; sexual identity; religion; belief; class; financial status; and any other difference that can lead to discrimination or unfair treatment.

7. Related documents

7.1 This policy relates to the following documents:

- License Agreement
- Pet Agreement
- Risk Assessment for pets
- Residents Handbook
- Microchipping pets' booklet
- Banned dog breeds & information booklet; and
- Temporary Accommodation Rechargeable Repairs Policy

8. References

8.1 This policy makes references to:

- License Agreement
- Pet Agreement
- Residents Handbook
- Temporary Accommodation Rechargeable Repairs Policy
- Animal Welfare Act 2006; and
- Dangerous Dogs Act 1991 (s/13)

9. Review date

9.1 This policy will be reviewed every three years or on the introduction to new legislation; regulation; or good practice guidance. Delegated authority to change; amend; and update this policy will be given to the Assistant Director for Strategic Housing in consultation with the Portfolio Holder.